

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 122		3. EFFECTIVE DATE September 24, 2007	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J	7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-8993 Fax Jeffrey.S.Jackson@nasa.gov		CODE PS31-J
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806			(✓)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
				10B. DATED (SEE ITEM 13) 1/1/04	
CODE CAGE- 0T5L1	FACILITY CODE SAP- 103429				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Base Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	(b)(4)		\$33,967,189	(b)(4)		\$804,435,699
This Modification			\$0			\$0
Rev. Base Total			\$33,967,189			\$804,435,699

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Jill C. Watkins, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED Sept. 24, 2007	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED Sept. 24, 2007
/s/ Jill C. Watkins (Signature of person authorized to sign)		BY /s/ Jeffrey S. Jackson (Signature of Contracting Officer)	

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to definitize SAIC proposal SAIC-P-036, Revision 1, entitled "UNITEs Goddard Space Flight Center (GSFC) Security and Two-Factor Authentication Support" and dated September 19, 2007. This proposal was submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-07-271 dated August 10, 2007. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total potential Estimated Cost is increased by (b)(4). This increase consists of (b)(4) for Option Year 1 as reflected in paragraph (a) and as CLIN 003 in paragraph (b), and (b)(4) for Option Year 2 as reflected in CLIN 005 in paragraph (b). The total Potential Award Fee is increased by (b)(4). This increase consists of (b)(4) (from (b)(4)) for Option Year 1 reflected in paragraph (a) and as CLIN 003 in paragraph (b), and (b)(4) to (b)(4) for Option Year 2 reflected as CLIN 005 in paragraph (b). These amounts are based on the following breakouts:

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
10/01/07 - 12/31/07	(b)(4)	
01/01/08 - 06/30/08		
07/01/08 - 12/31/08		

Paragraph (b)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
CLIN 003	(b)(4)	
CLIN 005		

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.

- C. Under Section B, Clause B.6, Contract Funding, an amount of (b)(4) is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund (b)(4) of the Potential Award Fee for the periods 7/1/07 to 12/31/07 and 1/1/08 to 6/30/08. Contractor billing of provisional award fee for any period shall not exceed (b)(4) of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official. This action will not result in a revised coverage date.
- D. Attachment J-1, Performance Work Statement, is revised to incorporate the additional effort in PWS Sections 3.12, Local Area Network Engineering, and 3.12, Network Security (Pages J-1-52 and J-1-53) based on the definitization of SAIC proposal SAIC-P-036, Revision 1.
- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposal for "UNITEs Goddard Space Flight Center (GSFC) Security and Two-Factor Authentication Support". It is noted that the definitized amount exceeds (b)(4) and adjusts the associated subcontract amounts. This plan is not numbered but is incorporated as part of Attachment J-7. Future subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement, if applicable. Therefore, the cumulative value page of each supplement will also reflect definitization of these proposals.
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by (b)(4) (b)(4) in recognition of the actions taken in (A) above.

- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2 (Mod. 118)
 B-3 (Mod. 118)
 B-5 (Mod. 118)
 B-8 (Mod. 121)
 J-1-52 (Mod. 110)
 J-1-53 (Mod. 94)

Page(s) Added

B-2 (Mod. 122)
 B-3 (Mod. 122)
 B-5 (Mod. 122)
 B-8 (Mod. 122)
 J-1-52 (Mod. 122)
 J-1-53 (Mod. 122)
 J-7, Supplement 22 (Mod. 122)

- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment."

Contract
Change Identification

NASA/MSFC
 letter Request for Proposal
 PS31-J/AA02C-07-271
 dated August 10, 2007

Contractor
Proposal Number

SAIC proposal
 SAIC-P-036
 dated August 30, 2007
 and submitted via SAIC letter
 SAIC-07-104 dated
 August 30, 2007

SAIC proposal
 SAIC-P-036, Revision 1
 dated September 19, 2007
 and submitted via SAIC letter
 SAIC-07-106 dated
 September 19, 2007

- I. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	(b)(4)		\$2,696,331	(b)(4)
Base Year 1	7/1/04 - 12/31/04			\$4,851,221	
Base Year 2	1/1/05-6/30/05			\$4,910,402	
Base Year 2	7/1/05 - 12/31/05			\$5,162,909	
Base Year 3	1/1/06-6/30/06			\$5,301,669	
Base Year 3	7/1/06 - 12/31/06			\$5,385,246	
TOTAL Base				\$28,307,778	
Option Year 1	1/1/07-6/30/07			\$5,659,411	
Option Year 1	7/1/07 - 12/31/07				
TOTAL Opt. 1					
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL			\$33,967,189	

* AF denotes Award Fee
 ** SF denotes Subjective Fee
 ***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				

001****	1	Job	(b)(4)	
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			Estimated Amount	Maximum Amount
002	1	ID/R	\$0	\$1,500,000

****The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				
003	1	Job	(b)(4)	
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004	1	ID/R	\$0	\$500,000 (Exercised)

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Exercised)				
005*	1	Job	(b)(4)	
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006**	1	ID/R	\$0	\$500,000 (Exercised)

* No costs against CLINS 005 and 006 shall be expended prior to 1/1/08.
 **The actual value of CLIN 006 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	(b)(4)	\$270,275	(b)(4)
	3/31/04- 6/30/04		\$2,426,056	
Base Year 1	7/1/04 - 12/31/04		\$4,851,221	
Base Year 2	1/1/05-6/30/05		\$4,910,402	
Base Year 2	7/1/05 - 12/31/05		\$5,162,909	
Base Year 3	1/1/06-6/30/06		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06		\$5,385,246	
Option Year 1	1/1/07-6/30/07		\$5,659,411	
Option Year 1	7/1/07 - 12/31/07			
Option Year 2	1/1/08-6/30/08			
Option Year 2	7/1/08 - 12/31/08			

* AF denotes Award Fee ** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

<u>Period</u>	<u>Rate</u>
1/1/04 - 12/31/04	(b)(4)
1/1/05 - 12/31/05	
1/1/06 - 12/31/06	
1/1/07 - 12/31/07	
1/1/08 - 12/31/08	

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
1/1/04 to 12/31/04	(b)(4)
1/1/05 to 12/31/05	
1/1/06 to 12/31/06	
1/1/07 to 12/31/07	
1/1/08 to 12/31/08	

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through April 3, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Base Fee			
Provisional Award			
Fee (Funded at (b)(4))			
Award Fee Earned	\$33,967,189	\$0	\$33,967,189
Total Sum Allotted	\$804,435,699	\$0	\$804,435,699

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

3.11 LOCAL AREA NETWORK ENGINEERING

The objectives of this work include a focus on the application and customization of emerging technologies to meet current and future networking requirements, and the necessary integration required to deploy new technologies into the existing environment.

The contractor shall provide network engineering and sustaining engineering of **both wired and wireless** local area networks (LANs) at GSFC and associated network components. Network engineering shall include the preparation of requirements analyses and a prototyping strategy for implementing the requirements, development of network architecture(s) and design, site preparation, installation, integration and testing for deployment, sustaining engineering, trouble-shooting, and preparing as-built documentation for all implemented requirements.

The contractor shall develop network designs and operational concepts, and NASA will approve the design concepts through the appropriate NASA channels.

The contractor shall also perform technology evaluation studies and analysis as directed. Technical evaluation studies may include such types of activities as technology or vendor product surveys, requirements analysis, benchmark analysis, lab testing, proof of concept, prototypes, or other type of demonstrations. Each study initiated shall include, but is not limited to the following deliverables: (1) Work plan to include a charter statement; (2) baseline assessment; (3) study conclusion and recommendations; and (4) additional study documentation as required and/or necessary.

3.12 NETWORK SECURITY

The contractor shall provide IT network security to network customers. In performing these services, the contractor shall:

- a. Collect and assess security requirements against network data flow requirements and define network firewall implementation. The contractor shall also support incident investigation and IT security incidents/emergency response in coordination with the GSFC IT Security Manager.
- b. Use the NASA security lab to commence product/solution testing, including Virtual Private Network (VPN) testing. The NASA security lab is located at GSFC and contains Government provided hardware and software. The contractor shall provide documentation on testing and evaluation of security products and solutions (974MA-006). The contractor shall also provide "as built" documentation of the security lab (974MA-006) and an Operations Plan for the security lab (DRD 974MA-006). In addition, the contractor shall develop procedures to share tools, technologies, and expertise through the Scientific and Engineering Workstation Procurement (SEWP) security lab located at GSFC.

- c. Support the GSFC Chief Information Officer (CIO)'s goal to strengthen and improve information technology (IT) security. The contractor shall develop and implement the high priority technology-related recommendations established by the NASA CIO, the NASA Principal Center for IT Security (PC-ITS), the GSFC CIO, and the GSFC Deputy CIO for IT Security.
- d. Perform quarterly vulnerability scanning including unannounced scanning consistent with the current network scanning architecture and approach and report scanning findings and metrics quarterly (DRD974MA-006). The contractor shall also support and maintain the government's secure webserver to distribute vulnerability reports and shall provide technical support for center vulnerability scanners. In addition, the contractor shall sit on the CRB (Goddard's IT Vulnerability Waiver Board).
- e. The contractor shall establish an intrusion detection architecture and approach, deploy, operate, and manage an intrusion detection infrastructure, and perform network traffic monitoring and analysis. The categories of network traffic captured, stored, and analyzed must be approved by the Deputy CIO for IT Security. The contractor shall report all identified intrusions to the GSFC ITSM and report intrusion detection findings monthly to the Deputy CIO for IT Security (DRD 974MA-006). The contractor shall also develop recommendations for a penetration testing methodology and approach for GSFC and shall coordinate this effort with the GNECCB and the ITSWG.
- f. The contractor shall establish a security incident response team to support the Deputy CIO for IT Security and the ITSM. With coordination from the task monitor, the contractor shall serve as a network and host computer security-engineering group providing consultation and intrusion evaluation services to the GSFC community.
- g. The contractor shall provide support for the network security of the Center Network Environment (CNE) for both Greenbelt and Wallops Flight Facility. The contractor shall be responsible for performance of risk analysis for the CNE network services, and the development and implementation of a risk management plan (974MA-007). The contractor shall perform an annual security analysis and develop and implement the CNE Security Plan (974MA-007). The CNE Security Plan shall detail the plan for securing the CNE network services. The contractor shall be responsible for the review of and compliance with all established NASA, GSFC and CNE security policies for the CNE network. The contractor shall maintain and implement firewall rules and policies for the CNE Firewall Architecture, in accordance with direction from the Center Firewall Review Board (CFRB) and CNE Project. The contractor shall support the activities of the GSFC Scanning Team during scanning of the CNE and associated services. The contractor shall provide security analysis and support during the engineering of the CNE network services. The contractor shall establish internal security policy and ensure compliance on systems utilized in the performance of all functions within this task.
- h. The contractor shall support the operations of security systems within the Mission Network to include, but not limited to: intrusion detection system, Patchlink server, and host scanning system. The contract shall support and work in conjunction with the network engineers in verifying and specifying the appropriate security controls and design that meet Federal, Agency, NISN, and Mission security requirements. The contractor shall administer the security operational systems to include, but not limited to: Patchlink server and the host scanning system.